

**AGREEMENT AMONG  
AFFILIATED INTERESTS**

This AGREEMENT, dated as of the 1<sup>st</sup> day of January, 2001 is by and among Northern Utilities, Inc. and Columbia Service Partners, Inc. ("Partners").

WHEREAS, the foregoing companies are wholly-owned subsidiaries of NiSource, Inc ("NiSource"), and therefore affiliates; and

WHEREAS, Partners is engaged in the business of providing energy-related consumer services and will require from Northern services described herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**ARTICLE I  
SERVICES AND SUPPLIES TO  
BE FURNISHED BY OR ON BEHALF OF AFFILIATES**

Northern may from time to time provide Partners with services, such as, billing and bill inserts services, accounting services, and other services for consumer services offered by Partners to its customers.

## **ARTICLE II PAYMENT OF CHARGES**

All services between Northern and Partners for consumer services will be billed in accordance with (a) the cost allocation manual, to be filed at the Maine Public Utilities Commission ("MPUC") simultaneously with this Agreement, (b) chapter 820 of the MPUC Rules and Regulations, and (c) other applicable laws of the State of Maine

## **ARTICLE III BILLING PRACTICES**

As soon as practical after the last day of each month, or such other period as may be agreed upon by the respective companies, a billing shall be rendered for all amounts due for services and expenses for such period, computed pursuant to this Agreement. These bills shall be in sufficient detail to show separately the charge for each class of service rendered. All amounts so billed shall be paid within a reasonable time after receipt. The companies shall keep their books and records available at all times for inspection by representatives of the other companies or by such regulatory bodies which may have jurisdiction over the respective companies, and upon request, shall furnish any and all information reasonably required with respect to the services rendered hereunder, the costs thereof and the allocation of such costs among all companies party to this Agreement.

This Agreement shall be in full force and effect as of the date first mentioned above, and shall continue until terminated by any of the parties hereto giving the others sixty days written notice of termination; provided, however, this Agreement shall be subject to termination or modification at any time to the extent necessary to comply with the provisions of the Public Utility Holding Company Act of 1935, as amended, or any rule, regulation or order of the

Securities and Exchange Commission; and provided further that this Agreement shall be subject to the approval of any state or federal regulatory body or agency, the approval of which is a legal prerequisite to the execution, acceptance or performance of this Agreement. This agreement shall terminate immediately with regard to any party as of the date such company ceases to be an affiliate of all of the other parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

WITNESS

John L. Steinhilber

COLUMBIA SERVICE PARTNERS, INC.

By its attorney:

Andrew J. Anderson  
General Counsel, Energy Distribution Group

WITNESS

NORTHERN UTILITIES, INC.

Danny Cote  
Vice President

Securities and Exchange Commission; and provided further that this Agreement shall be subject to the approval of any state or federal regulatory body or agency, the approval of which is a legal prerequisite to the execution, acceptance or performance of this Agreement. This agreement shall terminate immediately with regard to any party as of the date such company ceases to be an affiliate of all of the other parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

WITNESS:

COLUMBIA SERVICE PARTNERS, INC.

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William Thomas  
Vice President

WITNESS:

NORTHERN UTILITIES, INC.

*William D. The Hilling*  
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Danny Cote  
Vice President